

SPACE ABOVE THIS LINE FOR RECORDING PURPOSES

PREPARED BY AND RETURN TO:
GARY P. SNYDER, MSB#7682
WATKINS LUDLAM WINTER & STENNIS, P.A.
6897 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
(662) 895-2996

GRANTOR'S ADDRESS:
2861 Red Banks Road S
Byhalia, MS 38611
Phone: 901-299-7154

GRANTEE'S ADDRESS:
6955 Goodman Road
Olive Branch, MS 38654
Phone: 662-893-1200

INDEXING INSTRUCTIONS: 3.15 acres, more or less, located in part of the Southwest Quarter of Section 18, Township 3 South, Range 5 West, DeSoto County, Mississippi. Also make marginal notation in Deed of Trust Book 3145 at Page 274.

MODIFICATION TO DEED OF TRUST
(DeSoto County, Mississippi)

THIS **MODIFICATION TO DEED OF TRUST** (the "Modification") made effective as of September 29th, 2011, by and between **BANCORPSOUTH BANK**, a Mississippi banking corporation (the "Bank"), **TAMMY Y. JENNINGS**, an adult resident citizen of DeSoto County, Mississippi ("Borrower") and **JOSEPH T. HOLT a/k/a Joe Holt**, spouse of Borrower.

WITNESSETH:

WHEREAS, the Bank made a loan to Borrower, which is secured by the following instrument:

A. Deed of Trust dated March 12, 2010, of record in the Office of the Chancery Clerk of DeSoto County, Mississippi in Deed of Trust Book 3145 at Page 274 (the "Deed of Trust").

WHEREAS, an incorrect legal description was inadvertently included in the Deed of Trust, which was no longer owned by Borrower; and

WHEREAS, the parties hereto are desirous of modifying the Deed of Trust, to secure repayment of the loan by the pledge of the property owned by the Borrower, which was intended to be pledged in the Deed of Trust.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, Borrower and Bank agree that the following provisions are hereby added, restated, and amended to the Deed of Trust.

1. Borrower does hereby grant and convey all her right, title and interest in the real property described in Exhibit "A" hereto, which is made a part hereof as if fully copied herein, for the benefit of the Bank, to secure all obligations of the Borrower to Bank, including without limitation that listed below as follows:

- a. That certain Promissory Note and other loan documents dated on, or about March 12, 2010, securing a line of credit in an amount not to exceed \$63,000.00, maturing on March 9, 2020.

2. All other terms and conditions of the Deed of Trust referenced herein are hereby ratified and affirmed and shall continue in full force and effect.

3. Joseph T. Holt a/k/a Joe Holt hereby joins in the execution of this instrument for the purpose of waiving any marital or homestead rights he may have in the subject property.

IN WITNESS WHEREOF, the undersigned have hereto set their hands to this Modification to be effective as of the date first above written.

BORROWER:

Tammy Y Jennings
TAMMY Y JENNINGS
Joseph T. Holt
JOSEPH T. HOLT a/k/a JOE HOLT

LENDER:

BANCORPSOUTH BANK

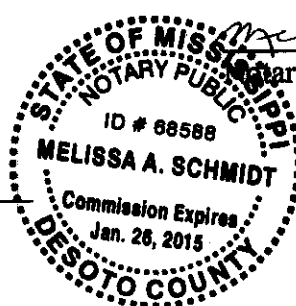
By: Rita B Schelly
Name: Rita B Schelly
Title: VP

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of September, 2011, within my jurisdiction, the within named TAMMY Y. JENNINGS and JOSEPH T. HOLT a/k/a JOE HOLT, who acknowledged that they executed the above and foregoing instrument.

My commission expires:

1-26-15

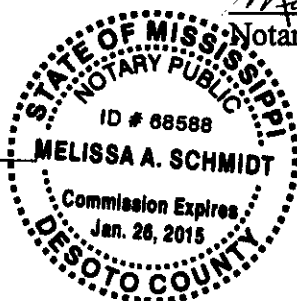


Melissa A. Schmidt
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of September, 2011, within my jurisdiction, the within named RITA B. SCHELLY, who acknowledge that she is VICE PRESIDENT of BancorpSouth Bank, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:

1-26-15Melissa A. Schmidt

Notary Public

EXHIBIT "A"

Part of the SW ¼ of Section 18, Township 3 South, Range 5 West, DeSoto County, Mississippi.

Beginning at a set 3/8 inch rebar in a pasture cross-fence said point being 860.5 feet North and 2250.9 feet East of the Southwest corner of said Section 18; thence run North 16° 29' 37" West along said cross-fence for 300.00 feet to an existing corner post on a property line fence; thence run South 89° 57' 45" East along said line fence for 437.03 feet to a fence corner; thence continue South 89° 57' 45" East for 37.51 feet to a set 1/2 inch rebar on the West line of the Red Banks Road; thence run South 18° 32' 12" East along the West line of said road for 188.76 feet to a set 1/2 inch rebar; thence continue along the West line of said road, South 17° 15' 01" East for 111.24 feet to a set 1/2 inch rebar; thence leaving said road, run South 89° 44' 43" West for 482.37 feet to the Point Of Beginning of the herein described parcel of land containing 3.15 acres more or less.